

*Valencia Water
Control District*

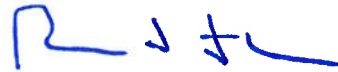
Agenda

October 5, 2026

AGENDA

VALENCIA WATER CONTROL DISTRICT
NOTICE OF MEETING
OF
BOARD OF SUPERVISORS

Please be advised that the Meeting of the Board of Supervisors of Valencia Water Control District will be held on Monday, October 5, 2026 at 1:00 P.M. in the **Lake Ridge Village Clubhouse, 10630 Larissa Street (Directions listed below)**. Attached is an Agenda for the meeting.



George S. Flint, District Director

DIRECTIONS TO MEETING:

From Orlando go West on I-4 to the Beach Line Expressway (528); go east past International Drive to Orangewood Blvd.; Go South on Orangewood Blvd., through 4-way stop at Gateway, turn left on Larissa Street. Proceed to Lake Ridge Village Clubhouse on right.

DISTRIBUTION

Roy Miller; William Ingle; Debra Donton; Achal Aggarwal; Jerald Dwyer; David E. Mahler; Stephen F. Broome; Green Briar Village Clubhouse; Lake Ridge Village Clubhouse; Lime Tree Village Clubhouse; Montpelier Village Clubhouse; Parkview Pointe Village Clubhouse; Somerset Village Clubhouse; Deer Creek Village Clubhouse; Wingate Club; Lyle Spector, WHOA; and Tom Johnson, Orangewood HOA; Roy Miller, Waterview HOA; and Ken LaFrance, Windsor Walk.

"Persons are advised that if they decide to appeal any decisions made at these meetings/hearings, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per section 298.0105, Florida Statutes."

"In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation should contact Valencia Water Control District at (407) 841-5524 x 101, not later than forty-eight hours prior to the meeting."

AGENDA

October 5, 2026

VALENCIA WATER CONTROL DISTRICT
BOARD OF SUPERVISORS MEETING
1:00 P.M.

LAKE RIDGE VILLAGE CLUBHOUSE
10630 LARISSA STREET
WILLIAMSBURG, ORLANDO, FLORIDA 32821

Item

1. Call Meeting to Order
2. Public Comment Period
3. Approval of June 1, 2025 Annual Meeting Minutes
4. General Fund Financial Reports
5. Engineer's Report
6. Attorney's Report
 - A. Discussion of Revised Irrigation Permit
7. Director's Report
 - A. Customer Call Log
 - B. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2026
 - C. Ratification of Agreement with Helicon for Chemical Grouting Services at the C-9 & C-12 Canal Structures
 - D. Ratification of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
 - E. Consideration of Proposal from Eurofins Orlando for Monthly Water Quality Testing Services
8. Other Business
9. Adjournment

MINUTES

**MINUTES OF THE ANNUAL MEETING
OF THE BOARD OF SUPERVISORS
OF VALENCIA WATER CONTROL DISTRICT**

June 1, 2026

The annual meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Wednesday, June 1, 2026, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Roy Miller, Debra Donton, William Von Ingle, and Jerald Dwyer. Also, in attendance were the following: George Flint, District Manager; Stephen Broome, District Counsel; Stacie Vanderbilt, District Administrative Assistant; David Mahler, District Engineer; Dan Brown, Sthern Environmental; and residents.

ITEM #1 **Call Meeting to Order**

Mr. Flint called the meeting to order at 1:22 P.M. A quorum of four Board Members were present.

ITEM #2 **Public Comment Period**

There being none,

ITEM #3 **Administer Oath of Office to Newly
Elected Supervisors**

Mr. Broome administered the Oath of Office to Jerald Dwyer. Achal Aggarwal was not present,

ITEM #4 **Election of President of Board of
Supervisors**

On MOTION by Ms. Donton, seconded by Mr. Von Ingle, with all in favor, Roy Miller was elected President of the Board of Supervisors.
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ITEM #5 **Appoint District Attorney (Presently
Stephen F. Broome)**

On MOTION by Mr. Miller, seconded by Ms. Donton, with all in favor, Stephen F. Broome was appointed District Attorney.
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ITEM #6 **Appoint District Engineer (Presently David E. Mahler)**

On MOTION by Mr. Dwyer, seconded by Ms. Donton, with all in favor, David E. Mahler was appointed District Engineer.

ITEM #7 **Appoint District Treasurer & Director (Presently George S. Flint)**

On MOTION by Ms. Donton, seconded by Mr. Von Ingle, with all in favor, George S. Flint was appointed District Treasurer & Director.

ITEM #8 **Appoint District Deputy Treasurer (Presently Roy Miller)**

On MOTION by Mr. Von Ingle, seconded by Ms. Donton, with all in favor, Roy Miller was appointed District Deputy Treasurer.

ITEM #9 **Appoint District Deputy Secretary (Presently Stephen F. Broome)**

On MOTION by Mr. Miller, seconded by Mr. Von Ingle, with all in favor, Stephen F. Broome was appointed District Secretary.

ITEM #10 **Appoint District Deputy Secretaries (Presently William Von Ingle, Debra Donton, Achal Aggarwal, and Jerald Dwyer)**

On MOTION by Mr. Miller, seconded by Ms. Donton, with all in favor, William Von Ingle, Debra Donton, Achal Aggarwal and Jerald Dwyer were appointed District Deputy Secretaries.

ITEM #11 **Approval of May 4, 2026 Monthly Meeting Minutes**

Mr. Flint stated the next item was the minutes from the May 4, 2026 meeting. He asked for any corrections. There being none,

On MOTION by Ms. Donton, seconded by Mr. Von Ingle, with all in favor the Minutes from the May 4, 2026 Monthly Meeting, were approved, as presented.

ITEM #12

General Fund Financial Reports

Mr. Flint reviewed the unaudited financials with the Board. Everything was in order.

ITEM #13

Engineer's Report

Mr. Mahler stated he was working with Sea World on a project but it was not ready for the Board's approval yet. There is nothing else pending that wasn't reported in the annual report.

ITEM #14

Attorney's Report

Mr. Broome had nothing to report.

ITEM #15

Director's Report

A. Customer Call Log

Mr. Flint reviewed the call log with the Board. There were calls regarding trash in pond Area 2 and an HOA representative about mowing in Deer Creek Village.

B. Goals and Objectives

i. Adoption of Fiscal year 2027 Goals and Objectives

Mr. Flint stated the new legislature requires the Board to adopt goals and objectives annually and review them yearly. These are the same form as last year, and he asked if the Board wanted to keep the same form of goals and objectives for Fiscal Year 2027. The Board responded yes.

On MOTION by Ms. Donton, seconded by Mr. Von Ingle, with all in favor the Fiscal Year 2027 Goals and Objectives were adopted.

ii. Review and Approval of Fiscal Year 2026 Goals and Objectives and Authorizing President to Execute Final Form

Mr. Flint reviewed each of the goals the Board set for Fiscal Year 2026 and the Board completed all of the goals. He asked for approval of the Fiscal Year 2026 goals.

On MOTION by Mr. Von Ingle, seconded by Mr. Miller, with all in favor, Roy Miller was authorized to execute the Fiscal Year 2026 Goals and Objectives at the end of the year.

C. Approval of Fiscal Year 2027 Meeting Schedule

Mr. Flint stated the Board selected the first Monday of each month to hold their regular meetings. July has a conflict with the holiday and we can consider cancelling it or rescheduling.

Ms. Donton responded to cancel the July meeting.

On MOTION by Mr. Von Ingle seconded by Ms. Donton, with all in favor the Fiscal Year 2027 Meeting Schedule was approved subject to the removal of the July meeting.

D. Reminder of Form 1 Filing Requirement Deadline – Due July 1st

Mr. Flint stated the Commission on Ethics sends out reminder emails and the Board is to file their Form 1 Statement of Financial Interest by July 1st electronically.

ITEM #16

Other Business

Mr. Miller stated these agenda books cost about \$30 per Board Member to prepare and send to us. George said they have iPads that can be brought to the meeting at no extra cost and the agendas can be sent electronically.

It was Board consensus to shift to the use of iPads and electronics agendas.

Mr. Miller asked if we continue to have high fecal content in the ponds is that going to cause action on our part?

Mr. Mahler stated it depends on people consuming the water. The pond water is not for consumption so it's not something we need to necessarily worry about but monitor the levels anyway.

ITEM #17

Adjournment

On MOTION by Ms. Donton, seconded by Mr. Miller, with all in favor, the meeting was adjourned at 1:46 p.m.

Stephen F. Broome, Secretary

Roy Miller

William Von Ingle

Debra Donton

Achal Aggarwal

Jerald Dwyer

SECTION IV

Valencia
Water Control District

Unaudited Financial Reporting
August 31, 2026



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1	Balance Sheet
2-3	General Fund Income Statement
4	Capital Reserve Fund
5	Month to Month
6	Assessment Receipt Schedule

Valencia
Water Control District
Balance Sheet
August 31, 2026

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<i>Current Assets</i>			
Cash - Truist Bank	\$ 220,137	\$ 93,277	\$ 313,414
Petty Cash	100	-	100
<i>Investment:</i>			
State Board of Administration	64,183	1,450,298	1,514,481
Total Assets	\$ 284,420	\$ 1,543,574	\$ 1,827,994
Liabilities:			
Accounts Payable	\$ 5,409	\$ -	\$ 5,409
Total Liabilities	\$ 5,409	\$ -	\$ 5,409
Fund Balances:			
Unassigned	\$ 279,011	\$ 1,543,574	\$ 1,822,585
Total Fund Balances	\$ 279,011	\$ 1,543,574	\$ 1,822,585
Total Liabilities & Fund Equity	\$ 284,420	\$ 1,543,574	\$ 1,827,994

Valencia

Water Control District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 617,665	\$ 617,665	\$ 622,095	\$ 4,430
Interest	2,000	1,833	6,585	4,752
Miscellaneous Revenues	-	-	1,608	1,608
Total Revenues	\$ 619,665	\$ 619,498	\$ 630,288	\$ 10,790
Expenditures:				
Administrative:				
Supervisor Fees	\$ 2,500	\$ 2,292	\$ 800	\$ 1,492
Engineering Fees	37,200	34,100	33,035	1,065
Attorney Fees	12,000	11,000	11,000	-
Annual Audit	4,700	4,700	6,100	(1,400)
Assessment Roll Certification	5,408	5,408	5,408	-
Management Fees	57,622	52,820	52,820	0
Information Technology	1,947	1,785	1,785	-
Website Maintenance	1,298	1,190	1,190	(0)
Insurance	16,428	16,428	15,008	1,420
Report Preparation - NPDES	15,000	13,750	9,150	4,600
Office Lease/Storage	3,480	3,190	3,321	(131)
Printing & Binding	500	458	261	197
Postage	600	550	433	117
Legal Advertising	2,500	2,292	1,275	1,017
Bank Fees	600	550	585	(35)
Other Current Charges	400	367	-	367
Office Supplies	350	321	79	242
Election Fees	5,500	5,500	5,523	(23)
Meeting Rental Fee	500	458	200	258
Dues, Licenses & Subscriptions	2,175	175	175	-
Total Administrative:	\$ 170,708	\$ 157,333	\$ 148,148	\$ 9,185
Operations & Maintenance				
Contracts:				
Aquatic Weed Control	\$ 45,651	\$ 41,847	\$ 28,097	\$ 13,750
Mowing	130,000	119,167	110,197	8,970
Tree Trimming	40,000	36,667	-	36,667
Water Quality Monitoring	19,746	18,101	17,004	1,097
Repairs & Maintenance:				
Canal & Retention Pond Maintenance	30,000	27,500	12,200	15,300
Security Gates & Signs	750	688	-	688
NPDES Inspection & Fees	6,000	5,500	2,875	2,625
Operating Supplies	500	458	-	458
Contingency	2,500	2,292	-	2,292
Total Operations & Maintenance:	\$ 275,147	\$ 252,218	\$ 170,372	\$ 81,846

Valencia

Water Control District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
<u>Capital Improvements</u>				
Transfer Out - Capital Reserve	\$ 173,810	\$ 173,810	\$ 173,810	\$ -
Total Reserves	\$ 173,810	\$ 173,810	\$ 173,810	\$ -
Total Expenditures	\$ 619,665	\$ 583,361	\$ 492,330	\$ 91,031
Excess Revenues (Expenditures)	\$ -		\$ 137,958	
Fund Balance - Beginning	\$ -		\$ 141,053	
Fund Balance - Ending	\$ -		\$ 279,011	

Valencia

Water Control District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
Revenues:				
Transfer In	\$ 173,810	\$ 173,810	\$ 173,810	\$ -
Interest	45,000	41,250	48,662	7,412
Total Revenues	\$ 218,810	\$ 215,060	\$ 222,472	\$ 7,412
Expenditures:				
Contingency	\$ 600	\$ 550	\$ 488	\$ 62
Capital Outlay	94,734	86,839	146,900	(60,061)
Total Expenditures	\$ 95,334	\$ 87,389	\$ 147,388	\$ (59,999)
Excess Revenues (Expenditures)	\$ 123,476	\$ 127,671	\$ 75,084	
Fund Balance - Beginning	\$ 1,316,054		\$ 1,468,491	
Fund Balance - Ending	\$ 1,439,531		\$ 1,543,574	

Valencia
Water Control District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 24,264	\$ 196,254	\$ 71,645	\$ 136,788	\$ 26,055	\$ 74,372	\$ 25,034	\$ 23,703	\$ 15,340	\$ 28,640	\$ -	\$ 622,095
Interest	279	212	212	506	718	893	927	831	700	660	648	-	6,585
Miscellaneous Revenues	-	-	-	-	1,608	-	-	-	-	-	-	-	1,608
Total Revenues	\$ 279	\$ 24,476	\$ 196,467	\$ 72,151	\$ 139,114	\$ 26,948	\$ 75,298	\$ 25,865	\$ 24,402	\$ 16,000	\$ 29,287	\$ -	\$ 630,288
Expenditures:													
Administrative:													
Supervisor Fees	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ 800
Engineering Fees	2,210	3,015	2,100	2,100	2,100	3,068	3,690	2,770	5,528	4,355	2,100	-	33,035
Attorney Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	11,000
Annual Audit	-	-	-	-	-	-	-	6,100	-	-	-	-	6,100
Assessment Roll Certification	5,408	-	-	-	-	-	-	-	-	-	-	-	5,408
Management Fees	4,802	4,802	4,802	4,802	4,802	4,802	4,802	4,802	4,802	4,802	4,802	-	52,820
Information Technology	162	162	162	162	162	162	162	162	162	162	162	-	1,785
Website Maintenance	108	108	108	108	108	108	108	108	108	108	108	-	1,190
Insurance	15,008	-	-	-	-	-	-	-	-	-	-	-	15,008
Report Preparation - NPDES	390	1,940	495	733	-	1,005	1,575	765	395	990	863	-	9,150
Office Lease/Storage	297	297	297	297	297	297	297	297	297	297	351	-	3,321
Printing & Binding	18	48	-	-	-	-	79	27	88	1	-	-	261
Postage	87	41	4	5	3	4	21	40	49	177	3	-	433
Legal Advertising	-	-	-	-	-	246	485	543	-	-	-	-	1,275
Bank Fees	98	59	78	44	44	43	44	44	44	44	44	-	585
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	16	16	0	0	0	0	16	16	15	0	0	-	79
Election Fees	-	-	-	-	-	-	-	5,523	-	-	-	-	5,523
Meeting Rental Fee	50	-	-	-	-	50	-	50	50	-	-	-	200
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative:	\$ 30,028	\$ 11,488	\$ 9,047	\$ 9,251	\$ 8,516	\$ 10,985	\$ 12,278	\$ 22,447	\$ 12,739	\$ 11,936	\$ 9,433	\$ -	\$ 148,148
Operations & Maintenance													
Contracts:													
Aquatic Weed Control	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ 2,554	\$ -	\$ 28,097
Mowing	19,802	5,595	-	-	-	-	5,595	19,802	19,802	19,802	19,802	-	110,197
Tree Trimming	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Quality Monitoring	1,646	1,646	1,646	1,646	1,646	1,646	1,646	1,646	1,097	1,097	1,646	-	17,004
Repairs & Maintenance:	-	-	-	-	-	-	-	-	-	-	-	-	-
Canal & Retention Pond Maintenance	1,000	4,800	-	1,400	1,000	1,000	-	1,000	1,000	1,000	-	-	12,200
Security Gates & Signs	-	-	-	-	-	-	-	-	-	-	-	-	-
NPDES Inspection & Fees	-	-	1,875	-	-	-	-	1,000	-	-	-	-	2,875
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations:	\$ 25,001	\$ 14,594	\$ 6,075	\$ 5,600	\$ 5,200	\$ 5,200	\$ 9,794	\$ 26,001	\$ 24,453	\$ 24,453	\$ 24,001	\$ -	\$ 170,372
Capital Improvements													
Transfer Out - Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,810	\$ -	\$ -	\$ -	\$ -	\$ 173,810
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,810	\$ -	\$ -	\$ -	\$ -	\$ 173,810
Total Expenditures	\$ 55,030	\$ 26,082	\$ 15,122	\$ 14,850	\$ 13,716	\$ 16,185	\$ 22,072	\$ 222,259	\$ 37,191	\$ 36,389	\$ 33,434	\$ -	\$ 492,330
Excess Revenues (Expenditures)	\$ (54,751)	\$ (1,606)	\$ 181,345	\$ 57,301	\$ 125,399	\$ 10,763	\$ 53,226	\$ (196,394)	\$ (12,789)	\$ (20,389)	\$ (4,147)	\$ -	\$ 137,958

Valencia
Water Control District
Special Assessment Receipts
Fiscal Year 2026

Gross Assessments \$ 650,173.36 \$ 650,173.36
Net Assessments \$ 617,664.69 \$ 617,664.69

ON ROLL ASSESSMENTS

							100.00%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>
11/10/25	ACH	\$2,492.93	\$23.72	\$120.46	\$0.00	\$2,348.75	\$2,348.75	\$2,348.75
11/20/25	ACH	\$3,383.50	\$32.49	\$135.47	\$0.00	\$3,215.54	\$3,215.54	\$3,215.54
11/25/25	ACH	\$19,826.02	\$188.87	\$937.85	\$0.00	\$18,699.30	\$18,699.30	\$18,699.30
12/05/25	ACH	\$41,827.92	\$401.59	\$1,669.15	\$0.00	\$39,757.18	\$39,757.18	\$39,757.18
12/15/25	ACH	\$108,139.37	\$1,038.12	\$4,326.11	\$0.00	\$102,775.14	\$102,775.14	\$102,775.14
12/22/25	ACH	\$0.00	\$0.00	\$0.00	\$406.98	\$406.98	\$406.98	\$406.98
12/22/25	ACH	\$56,098.43	\$538.54	\$2,244.82	\$0.00	\$53,315.07	\$53,315.07	\$53,315.07
01/15/26	ACH	\$75,385.67	\$723.68	\$3,016.60	\$0.00	\$71,645.39	\$71,645.39	\$71,645.39
02/13/26	ACH	\$143,934.09	\$1,381.70	\$5,764.03	\$0.00	\$136,788.36	\$136,788.36	\$136,788.36
03/13/26	ACH	\$0.00	\$0.00	\$0.00	\$2,324.14	\$2,324.14	\$2,324.14	\$2,324.14
03/13/26	ACH	\$24,970.23	\$239.71	\$999.41	\$0.00	\$23,731.11	\$23,731.11	\$23,731.11
04/15/26	ACH	\$78,207.45	\$751.24	\$3,084.63	\$0.00	\$74,371.58	\$74,371.58	\$74,371.58
05/15/26	ACH	\$26,141.72	\$252.86	\$855.03	\$0.00	\$25,033.83	\$25,033.83	\$25,033.83
06/15/26	ACH	\$22,619.55	\$222.38	\$382.68	\$0.00	\$22,014.49	\$22,014.49	\$22,014.49
06/16/26	ACH	\$0.00	\$0.00	\$0.00	\$1,688.27	\$1,688.27	\$1,688.27	\$1,688.27
07/15/26	ACH	\$15,495.21	\$154.95	\$0.00	\$0.00	\$15,340.26	\$15,340.26	\$15,340.26
08/14/26	ACH	\$28,942.09	\$289.28	\$13.22	\$0.00	\$28,639.59	\$28,639.59	\$28,639.59
09/15/26	ACH	\$0.00	\$0.00	\$0.00	\$446.38	\$446.38	\$446.38	\$446.38
09/15/26	ACH	\$3,236.37	\$32.37	\$0.00	\$0.00	\$3,204.00	\$3,204.00	\$3,204.00
TOTAL		\$ 650,700.55	\$ 6,271.50	\$ 23,549.46	\$ 4,865.77	\$ 625,745.36	\$ 625,745.36	\$ 625,745.36

101.31%	Net Percent Collected
\$ (8,080.67)	Balance Remaining to Collect

SECTION VI

SECTION A

[DATE]

[APPLICANT NAME]

[ADDRESS]

Orlando, FL 32821

Re: Permit #[PERMIT NUMBER] - Irrigation Withdrawal

Dear [APPLICANT NAME]:

You are hereby permitted to install a sprinkler suction line into and withdraw water from the District's [INSERT POND NAME] for the purpose of yard sprinkling in accordance with the attached sketch and the following conditions:

1. The entire expense of construction, including restoration, to be borne by applicant.
2. That the Permittee will maintain the work authorized herein in good condition in accordance with the approved plans.
3. That the District shall in no way be liable for any damage to any structure or work authorized herein which may be caused by or result from future operations undertaken by the District in the public interest.
4. Applicant declares that prior to filing this application, he has ascertained the location of all existing utilities, both aerial and underground, and the accurate locations are shown on the sketches.
5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon District right-of-way pursuant to this permit shall not operate to create or vest any property right in said holder.
6. Whenever necessary for the construction, repair, improvement, maintenance safe and efficient operation, alteration or relocation of all or any portion of said District works as determined by the District, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said District right-of-way or reset or relocated thereon as required by the District.
7. All work shall meet District standards and be performed under the supervision of the District or their agents.

8. All materials and equipment shall be subject to inspection by the District or their agents.
9. All District property shall be restored to its original condition as far as practical, in keeping with District standards in a manner satisfactory to the District. All disturbed areas shall be sodded.
10. An approved-as-noted drawing covering details of this installation shall be made a part of this permit.
11. The Permittee shall commence actual construction in good faith within thirty (30) days from the date of said permit approval, and shall be completed within thirty (30) days.
12. The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
13. That all the provisions of this permit shall be binding on any assignee or successor in interest of the Permittee.
14. **It is understood and agreed that the rights and privileges herein set out granted only to the extent of the District right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times assume all risk of and indemnify, defend, and save harmless the Valencia Water Control District from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercised by said Permittee of the aforesaid rights and privileges.**

Permittee shall indemnify, save, defend and hold harmless the District from and against any and all cost, expense, fee, damage, injury, or other liability caused in connection with or arising out of, directly or indirectly, any other activities directed, operated or maintained by Permittee pursuant to this permit, including damages for injury to persons (including wrongful death) or damage to property resulting from the use by Permittee, or any of Permittee's employees, agents, licensees, contractors or invitees, of the permit herein granted, and including, without limitation, its reasonable legal costs and expenses, attorneys', paralegals' and legal assistants' fees, whether in trial, declaratory actions, appellate proceedings, in bankruptcy court and/or post judgment proceedings.

In addition to the foregoing, the District makes no representations to Permittee as to the water level, water quality, availability of access, effects or weather or any other event, as the District may take any action it deems necessary or desirable, in the District's sole and absolute discretion, its agents or employees.

15. During construction, all applicable safety regulations shall be observed and the holder must take measures, including placing and display of safety devices that may be necessary.
16. The District office shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of the work.
17. In case of non-compliance with the District requirements, this permit is void and the facility will have to be brought into compliance or removed from the right-of-way at not cost to the District.
18. The granting of this permit does not constitute a contract requiring the District to furnish water, nor does it guarantee the availability or the quality of water. The Board retains the right to control consumptive use.
19. It is understood that this permit allows water usage for the address stated on this permit. Furnishing water to any other property without the consent of the District is prohibited.

ACCEPTED BY:

Signature: _____
[APPLICANT NAME]

ATTEST:

GRANTED BY:
VALENCIA WATER CONTROL DISTRICT

By: _____
Roy Miller, President

On this ____ day of _____, 20 ____.

SECTION VII

SECTION A

Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved
6/8/26	Susan Dahlen	Waterview	4866 Watervista Drive	Called FWC to report nuisance alligator but needed District permission to send out trapper.	Area 2 Pond	Ms. Vanderbilt called FWC and authorized to send trapper to pond. Left message with resident to notify her that it was done and that the trapper would notify her directly if they needed help locating where it as last seen.	6/8/26
7/7/26	Daniel Perreira	Deer Creek Village	5406 Deerfoot Court	Called regarding letter sent from the District regarding hardscape improvements the resident installed on Valencia WCD property.	Deer Creek Pond 5	Mr. Flint spoke to resident about the purpose of the correspondence.	7/8/26
7/22/26	Mibin Chen	Greenbriar Village	4924 Goucher Lane	Called to report a poisonous tree on the District's property that was causing her family allergies and requested it be removed.	C-10 Canal	Ms. Vanderbilt advised that she would send the information to the District Director/Field Manager to review the area but to her knowledge, there were no poisonous trees in the neighborhood. Asked the resident how they came to the conclusion and she said she ran a picture of it through AI and it told her it was poisonous so she thinks it's the cause of her family's allergies.	7/22/26
8/3/26	Ursula Annuziata	Deer Creek Village	5414 Deer Creek Drive	Called to ask for pond to be treated for weeds.	Deer Creek Pond 4	Ms. Vanderbilt notified aquatic vendor to schedule treatment in the neighborhood ponds for next available. Planned to be out by end of the week. Left message with resident to let them know when they were planning to do the treatment.	8/5/26
8/22/26	Ron Salazar	Parkview Pointe HOA	HOA President	E-mailed a request for review of pond bank erosion and canal obstruction in Parkview Pointe.	Parkview Pointe Pond & C-1 Canal	Mr. Flint e-mailed back addressing the concerns. Related to erosion, the District staff/vendors are only seeing weathering erosion and nothing that would rise to the level of restoration or repair at this time. He asked if specific addresses wanted to be provided by the HOA that were of particular concern to please do so for Engineering review. Regarding the canal obstruction, he explained that canal runs East and West and bisects Parkview and Parkview North so there isn't anything obstructing the flow of water. He advised that the vegetation in the canal was excessive and that the aquatic maintenance vendor was sent to review the areas and plan treatments for the spadderdock and hydrilla. Further advised that hydrilla is an invasive plant that takes time to get under control.	8/27/26
8/26/26	Michael Weber	Parkview North	5806 Petunia Way	Called because he was concerned that the water in the canal wasn't moving and feared there was a blockage because in the 30 years he's lived there, it always moved.	C-1 Canal	Ms. Vanderbilt advised that she would get the information to the District Director to advise. Mr. Flint provided the same explanation that was provided to Mr. Salazar in his e-mail and information was relayed to the resident.	8/27/26
8/27/26	Misty Hood	Parkview Pointe HOA	HOA Vice President	Provided 2 addresses as a follow-up to Mr. Flint's response to check for erosion - 5669 Parkview Lake Drive & 5822 Plum Pudding Court.	Parkview Pointe Pond	Mr. Flint had District Engineer review the areas and provided pictures. Replied to resident that 5669 Parkview Lake Drive had normal washing of the pond's bank at the water's edge not requiring work at this time; 5822 Plum Pudding Court was showing signs of erosion due to discharge from the roof gutter systems at the homes so repairs will be coordinated in the near future to avoid issues with maintenance.	9/15/26

8/29/26	Misty Hood	Parkview Pointe HOA	HOA Vice President	Provided address and pictures from 5970 Parkview Point Drive for review of aquatic treatment in the area. Sent f/u e-mail on 9/15/26.	Parkview Pointe Pond	Mr. Flint provided information to the aquatic vendor to review and treat the areas as necessary. Replied to resident that the pictures indicated an algae bloom. Advised to have residents contact the District directly and speak to Stacie Vanderbilt.	9/15/26
9/10/26	Anthony Tyson	Greenbriar Village	Gifford Blvd./ Gardenbrook Ln.	E-mailed to report dead fish in the canal giving off a bad smell.	C-10 Canal	Mr. Flint reported the information to staff to handle clean up and check if any other waterways are affected.	9/10/26
9/14/26	Anita Gannett	Parkview Pointe	5782 Parkview Lake Drive	E-mailed a request for review of pond bank erosion and canal obstruction in Parkview Pointe.	C-1 Canal	Ms. Vanderbilt e-mailed resident advising that there was increased vegetation in the canal but that it was not affecting the functionality of it. Primary cause was due to the high summer temperatures that the aquatic vendor will be paying special attention to the areas and treat more as the weather cools.	9/18/26
9/14/26	Ursula Annuziata	Deer Creek Village	5414 Deer Creek Drive	Called to ask that pond be treated again because the vegetation was starting to hide the alligators.	Deer Creek Pond 4	Mr. Flint provided information to the aquatic vendor to review and treat the areas as necessary.	9/14/26

SECTION B



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

July 29, 2026

Board of Supervisors
Valencia Water Control District
219 East Livingston Street
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Valencia Water Control District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities, and the major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Valencia Water Control District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession

or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$4,700 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Valencia Water Control District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Valencia Water Control District.

By: _____

Title: _____

Date: _____



Peer Review
Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

SECTION C

**AGREEMENT FOR THE PROVISION OF CHEMICAL GROUTING BETWEEN
VALENCIA WATER CONTROL DISTRICT AND HELICON**

This Agreement (the “Agreement”) is made and entered into this 1 day of September, 2026, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

Helicon, a Florida corporation whose address is 11103 N. 46th Street, Building B, Tampa, FL 33617 (the “Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to perform chemical grouting at the C-9 canal overflow structure and the C-12 canal control structure, as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the “Services”); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A. The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District’s property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in **Exhibit A**. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

SECTION 5. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the

District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim

which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

A. If to District:

Valencia Water Control District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Director

With a copy to:

Stephen Broome, District Counsel
920 ½ Delaney Ave (mailing P.O. Box 560185)

Orlando, FL 32806

If to the Contractor:

Helicon
11103 N. 46th Street, Building B
Tampa, FL 33617
Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS:

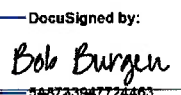
VALENCIA WATER CONTROL DISTRICT

By: 
Steven M. Vanderbilt


District Director

WITNESS:

HELICON

DocuSigned by:

By: Bob Burgen

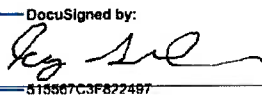
DocuSigned by:

By: Jay Silver
Its: President

Exhibit A: Proposal

EXHIBIT A



GEOTECHNICAL PROPOSAL: CHEMICAL GROUTING **CPH CORPORATION-VALENCIA WCD C-9 CANAL OVERFLOW** **STRUCTURE**

MARCH 11, 2026

ESTIMATED TOTAL PRICE:	\$19,375.00
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UNIT RATES:

Product	Estimated Quantity	Unit of Measure	Unit Price	Estimated Total Price
Mobilization Fee	1	1	\$2,500.00	\$2,500.00
Chemical Grout Injection-More fully described in Sections 1 and 2 below.	135	INJECTION POINTS	\$125.00	\$16,875.00
Engineering Fees-If required.	TBD	1	\$3,250.00	TBD
GPR if needed.	TBD	1	\$1,950.00	TBD

***Please note: Due to unforeseen subsurface conditions, it is nearly impossible to give an exact estimate on actual final depths/quantities. Final bill shall reflect actual number of injection points at the unit rate noted above.**

1. Project Scope

This Proposal Is Based On:

- ITB received 33.9.2026.
- Geotechnical Engineering Report is not available.
- The weir measurements of 75 feet long x 40 feet wide.
- Injection points to be spaced using a grid pattern of 5' x 5' totaling 135 injection points.
- Soil stabilization and void fill under the slab with injections beginning approximately 2 feet below the existing slab.

2. Materials And Services Included:

This Proposal Includes:

- Engineering design drawings signed and sealed by a Board-Certified. Florida Licensed Professional Engineer, if specified.
- The injection of a two-part expanding foam chemical grout, AP440, manufactured by Alchatek. A separate TDS on the product is provided.
- Completion of the work within 2 days.
- Daily clean-up of any & all debris/spoils resulting from the work, as well as removal of any & all waste/leftover materials upon completion of the Chemical Grout program.



3. Materials And Services Not Included

This Proposal Excludes:

- Any/all permitting and MOT requirements.
- Site clearing and grubbing ahead of Chemical Grout installation.
- Protection, relocation, and/or removal of existing underground or overhead utilities, heavy vegetation, and obstructions.
- Layout and Maintenance of surveyed reference control points/benchmarks (*as specified by the geotechnical engineer of record*)
- Final proof-rolling, grading, dressing and compaction of the building pad following completion of Chemical Grout installation.
- Any third-party testing and inspection inclusive of installation monitoring, vibration monitoring and sampling.
- Testing & Quality Control: Post-installation testing requirements shall be the responsibility of the G.C./Client or Geotechnical Engineer of Record.

4. Agreement Terms

General Terms:

- This Proposal remains open for acceptance for a period of 30 calendar days from the date of this Proposal. This Proposal may be accepted by completing the ACCEPTANCE AND AUTHORITY TO PROCEED below, at which point, this Proposal and its terms shall constitute a binding Contract (the "Contract") between Helicon and the CLIENT named above (the "Client").
- The Client is to provide access to a full-time water source via Hydrant or Tank, no further than 150 feet from the work area.
- Our prices do not include handling and/or disposal of any contaminated and/or hazardous substances.
- Our offer is made on the basis that all ground improvement work is undertaken in one mobilization and without working restrictions connected with your field operations.
- The Client is to provide and maintain access onto the site for any deliveries, with agreed upon, suitable locations for parking.
- Our price DOES NOT include retainage or a payment/performance bond.
- Payment shall be made in full, without retainage for all invoiced work. Payment terms are Net 30 days. Any unpaid balances shall be subject to interest at the rate of 2% per month and collection costs.
- No deduction or back charges shall be made from sums due unless specifically agreed by us in writing. Any such amounts so deducted shall be limited to direct costs incurred and arising from this Contract and shall be substantiated by a detailed breakdown.
- Indemnification under this Contract is limited to damages arising out of our own negligence, recklessness, or intentional misconduct, or that of our employees or others utilized by us in the performance of this work.
- A period of one week shall be added to any duration or period quoted in our schedule before any liability exists to Helicon.
- Helicon does not accept any terms and conditions relating to; liquidated, consequential, or actual damages, or damages of any nature; and seizure or use of our equipment by Client and/or Owner.
- Helicon excludes all liability for loss of use of any Works, loss of profit, loss of any contract, or for any indirect or consequential loss or damage which may be suffered by Client and/or owner in connection with this contract. The total aggregate liability of Helicon to Client/owner arising from any matter under or in connection with the contract shall not exceed 20% of the contract sum.
- This proposal is subject to an additional site visit and equipment/material availability.



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- Our price includes all equipment mobilization. However; if the project is delayed or postponed beyond the control of Helicon, within 48 hours of our contracted start date, then a \$2,500 change order price shall be provided, prior to the revised start date.
- Standby rate is defined as any time a Helicon crew is on site and encounters work interruptions which are beyond the control of Helicon.

5. Additional Unit Prices

If Required:

1. Payment and performance bonds: 2.0% (of contract value)
2. Remobilization of Helicon's equipment and personnel: \$2,500.00 (per instance)
3. Standby rate of Helicon's equipment and personnel: \$250 (per hour) or \$2,500.00 (per day)
4. Helicon to subcontract survey layout of installation control points \$3,000.00 (approx.)

6. Acceptance Of Proposal

Closing:

The Proposal, including proposed costs, specifications, inclusions, exclusions and conditions detailed above are accepted, and specified work is authorized to begin on XX/XX/XXXX (the "Agreed Upon Date"). Payment for services rendered will be made as specified.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

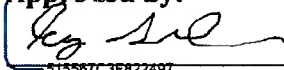
Name	Title	Date
Jay Silver	President	September 1, 2026

Approved By:

Date:

Approved By:

Date:



9/1/2026 | 1:13 PM PDT

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GEOTECHNICAL PROPOSAL: CHEMICAL GROUTING CPH CORPORATION-C-12 CANAL CONTROL STRUCTURE JUNE 5, 2026

ESTIMATED TOTAL PRICE:	\$5,250.00
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UNIT RATES:

Product	Estimated Quantity	Unit of Measure	Unit Price	Estimated Total Price
Mobilization Fee	1	1	\$2,500.00	\$2,500.00
Chemical Grout Injection-More fully described in Sections 1 and 2 below.	22	INJECTION POINTS	\$125.00	\$2,750.00
Engineering Fees-If required.	TBD	1	\$3,250.00	TBD
.Any additional injection points that may be required will be at the same injection point cost noted above.				

***Please note: Due to unforeseen subsurface conditions, it is nearly impossible to give an exact estimate on actual final depths/quantities. Final bill shall reflect actual number of injection points at the unit rate noted above.**

1. Project Scope

This Proposal Is Based On:

- Site visit conducted on 6.2.2026.
- Geotechnical Engineering Report is not available.
- Two rows of 4 injection points each along the perimeter edge of the existing slab measuring 17 feet across.
- Two drainage ramps extending down from each side of the slab measuring 30 feet each yielding 7 injection points each.
- Injection points to be spaced every 5' totaling 22 injection points.
- Soil stabilization and void fill under the slab with injections beginning approximately 2 feet below the existing slab and drainage ramps.

2. Materials And Services Included:

This Proposal Includes:

- Engineering design drawings signed and sealed by a Board-Certified. Florida Licensed Professional Engineer, if specified.
- The injection of a two-part expanding foam chemical grout, AP440, manufactured by Alchatek. A separate TDS on the product is provided.
- Completion of the work within 1 day.
- Daily clean-up of any & all debris/spoils resulting from the work, as well as removal of any & all waste/leftover materials upon completion of the Chemical Grout program.



3. Materials And Services Not Included

This Proposal Excludes:

- Any/all permitting and MOT requirements.
- Site clearing and grubbing ahead of Chemical Grout installation.
- Protection, relocation, and/or removal of existing underground or overhead utilities, heavy vegetation, and obstructions.
- Layout and Maintenance of surveyed reference control points/benchmarks (*as specified by the geotechnical engineer of record*)
- Final proof-rolling, grading, dressing and compaction of the building pad following completion of Chemical Grout installation.
- Any third-party testing and inspection inclusive of installation monitoring, vibration monitoring and sampling.
- Testing & Quality Control: Post-installation testing requirements shall be the responsibility of the G.C./Client or Geotechnical Engineer of Record.

4. Agreement Terms

General Terms:

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- The Client is to provide access to a full-time water source via Hydrant or Tank, no further than 150 feet from the work area.
- Our prices do not include handling and/or disposal of any contaminated and/or hazardous substances.
- Our offer is made on the basis that all ground improvement work is undertaken in one mobilization and without working restrictions connected with your field operations.
- The Client is to provide and maintain access onto the site for any deliveries, with agreed upon, suitable locations for parking.
- Our price DOES NOT include retainage or a payment/performance bond.
- Payment shall be made in full, without retainage for all invoiced work. Payment terms are Net 30 days. Any unpaid balances shall be subject to interest at the rate of 2% per month and collection costs.
- No deduction or back charges shall be made from sums due unless specifically agreed by us in writing. Any such amounts so deducted shall be limited to direct costs incurred and arising from this Contract and shall be substantiated by a detailed breakdown.
- Indemnification under this Contract is limited to damages arising out of our own negligence, recklessness, or intentional misconduct, or that of our employees or others utilized by us in the performance of this work.
- A period of one week shall be added to any duration or period quoted in our schedule before any liability exists to Helicon.
- Helicon does not accept any terms and conditions relating to; liquidated, consequential, or actual damages, or damages of any nature; and seizure or use of our equipment by Client and/or Owner.
- Helicon excludes all liability for loss of use of any Works, loss of profit, loss of any contract, or for any indirect or consequential loss or damage which may be suffered by Client and/or owner in connection with this contract. The total aggregate liability of Helicon to Client/owner arising from any matter under or in connection with the contract shall not exceed 20% of the contract sum.
- This proposal is subject to an additional site visit and equipment/material availability.



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- Our price includes all equipment mobilization. However; if the project is delayed or postponed beyond the control of Helicon, within 48 hours of our contracted start date, then a \$2,500 change order price shall be provided, prior to the revised start date.
- Standby rate is defined as any time a Helicon crew is on site and encounters work interruptions which are beyond the control of Helicon.

5. Additional Unit Prices

If Required:

1. Payment and performance bonds: 2.0% (of contract value)
2. Remobilization of Helicon's equipment and personnel: \$2,500.00 (per instance)
3. Standby rate of Helicon's equipment and personnel: \$250 (per hour) or \$2,500.00 (per day)
4. Helicon to subcontract survey layout of installation control points \$3,000.00 (approx.)

6. Acceptance Of Proposal

Closing:

The Proposal, including proposed costs, specifications, inclusions, exclusions and conditions detailed above are accepted, and specified work is authorized to begin on XX/XX/XXXX (the "Agreed Upon Date"). Payment for services rendered will be made as specified.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

Name	Title	Date
Jay Silver	President	September 1, 2026

Approved By:

Date:

Approved By:

Date:

9/1/2026 | 1:13 PM PDT

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SECTION D



NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 2026 between AMY MERCADO as Orange County Property Appraiser (Property Appraiser) and, Valencia Water Control District (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2027.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
 - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2027 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
 - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
 - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
 - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
 - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
 - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.
3. Taxing Authority agrees to perform the following acts in connection with this agreement:

- A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
 - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
 - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to \$0 per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.

9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Valencia Water Control District

Jason Showe
Governmental Management Services
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771
jshowe@gmscfl.com
(407) 841-5524

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32801
ccrespo@ocpafl.org
(321) 379-4707

11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER

Signed Amy Mercado

AMY MERCADO

Date Sep 1, 2026

VALENCIA WATER CONTROL DISTRICT

Name George S. Flink

Signed [Signature]

Date 8/31/26

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st, Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.

- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 4

- The Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 3 – October 3

- Taxing Authority holds initial and final public budget hearing.

September 15

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

Valencia Water Control District

Final Audit Report

2026-09-01

Created:	2026-09-01
By:	Michelle Krueger (mkrueger@ocpafll.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0UdSR1MLL1rMUUnmRjwNJFmUzeKo91K8

"Valencia Water Control District" History

-  Document created by Michelle Krueger (mkrueger@ocpafll.org)
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Signature Date: 2026-09-01 - 8:08:00 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-09-01 - 8:08:00 PM GMT

SECTION E

September 23, 2026

District Manager
Valencia Water Control District
219 E. Livingston St
Orlando, FL 32801

Subject: Analytical Services Proposal - Monthly Surface Water
Eurofins Drinking Water and Wastewater Southeast, LLC Quotation Number 67009730

Dear District Manager:

We appreciate the opportunity to provide your company with a quotation for your Monthly Surface Water project. Eurofins Drinking Water and Wastewater Southeast has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes.

At Eurofins Drinking Water and Wastewater Southeast, quality is the hallmark of our business. To ensure your project's data quality objectives are met, we offer experienced personnel who are trained and committed to completing your analytical project on time, a fully documented QA/QC program, and state-of-the-art laboratory equipment and facilities. In addition to being a full service laboratory, we are part of the nation's largest environmental laboratory network. This provides access to an unparalleled spectrum of capabilities and turnaround time options, all through a single point of contact. Kaitlin Dylnicki has been assigned as your Project Manager for this work and can be reached by phone at 407 339-5984 or via email at kaitlin.dylnicki@et.eurofinsus.com.

- **MyEOL®:** a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track CoCs, invoices, reports and much more.
- **Level IV Deliverables/Customizable EDDs:** high resolution, text searchable reports, available in virtually any format.
- **Extensive Experience:** Project Managers with in-depth knowledge of regulatory protocols and procedures.
- **Nationwide Logistical Support:** bringing you an extensive courier network, service centers and shipping options throughout the U.S. and abroad.
- **PFAS, Dioxins/Furans, Air, Radiochemistry, IH** and other specialty analyses are offered alongside routine soil and water methods with seamless reports and consolidated EDDs.

Project pricing includes compliance with the DoD/DOE QSM V5.4. If awarded this contract, Eurofins Drinking Water and Wastewater Southeast requests the opportunity to discuss technical details upfront to ensure a seamless experience. Options that would improve project efficiency will be provided and would only be employed if consistent with project-specific data quality objectives. We would appreciate the opportunity to have this discussion as early as possible, prior to project start-up, and preferably during QAPP development.

The following quotation includes a detailed price breakdown, as well as any notes and clarifications pertaining to your project, and is subject to Eurofins Drinking Water and Wastewater Southeast's Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for choosing Eurofins Drinking Water and Wastewater Southeast, and we look forward to working with you on this project.

Sincerely,

Kaitlin Dylnicki
Project Manager
kaitlin.dylnicki@et.eurofinsus.com

cc: Kaitlin Dylnicki

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs, FL 32701

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Date: 9/23/2026 Expiration Date: 12/23/2026

Project: Monthly Surface Water

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Surface Water (3 grabs/Month)

TAT: 5_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water		Surface Water (3 grabs/Month)	3	\$ 548.00	\$ 1,644.00
Total Surface Water (3 grabs/Month)					\$ 1,644.00

Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Sampling Fee	1	\$ 300.00	\$ 300.00
Total Other Charge			\$300.00

Total Other Charges	\$ 300.00
Total Analysis Charges	\$ 1,644.00
Grand Total for Quote 67009730	\$ 1,944.00

***Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

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PROJECT DETAILS

Eurofins DW/WW Southeast T&Cs

Eurofins Drinking Water and Wastewater Southeast, LLC Business T&C

Confidentiality -

This quote has been prepared by Eurofins Drinking Water and Wastewater Southeast, solely for the use of the customer to whom it is addressed in evaluating Eurofins Drinking Water and Wastewater Southeast's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins Drinking Water and Wastewater Southeast upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, the submittal of samples will indicate acceptance of this quotation.

Terms and Conditions -

This quotation is based solely upon Eurofins Drinking Water and Wastewater Southeast's standard product (routine QA/QC, detection limits, deliverables, and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to Eurofins Drinking Water and Wastewater Southeast's Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

Relinquishment of samples constitutes a valid purchase order from the client company to Eurofins Drinking Water and Wastewater Southeast, its affiliates, and subcontractors. It assigns standard terms and conditions of service. Eurofins Drinking Water and Wastewater Southeast's standard payment terms are net 30 days upon credit approval if not approved payment upfront will be required. Eurofins Drinking Water and Wastewater Southeast will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Eurofins Drinking Water and Wastewater Southeast.

Quote Expiration -

Pricing listed in the proposal will expire **90 days** from the quote date unless the project is awarded/confirmed within that time period. Unless otherwise set forth in this quotation, Eurofins Drinking Water and Wastewater Southeast reserves the right to re-evaluate pricing for extended-length projects on an annual basis.

SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

PROJECT SETUP

Field Sampling Products -

Eurofins Drinking Water and Wastewater Southeast can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

- VOA sampling devices, preservation kits, ISM supplies, tubing, and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices is not included in the quoted rates for volatile analysis.

Core Samplers

- 5-gram Core N' One and EnCore samplers are available at \$15 each (three required per sample).
- Disposable Core N' One T-Handles are available at \$15 each.
- Eurofins Drinking Water and Wastewater Southeast does not supply EnCore T-Handles.

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Field Preservation

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

Coolers and Sampling Supplies -

• Sampling Supplies: Eurofins Drinking Water and Wastewater Southeast will provide sample containers and coolers to support the sampling of water and soil samples. Extra bottles may be provided (up to 10%) in case of breakage. Eurofins Drinking Water and Wastewater Southeast expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 70% or higher of the expected/quoted sample number. Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.

• Sample Container Shipping: The containers and preservatives required by the project shall be delivered via ground transportation. A minimum of **5 business days** advance notice is required to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at Eurofins Drinking Water and Wastewater Southeast's cost. Alternatively, Eurofins Drinking Water and Wastewater Southeast can ship the supplies via the carrier of choice by the client using the client's shipping account.

Eurofins Drinking Water and Wastewater Southeast does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

Courier Services and Sample Pick-Up -

Courier Services are offered by some Eurofins Drinking Water and Wastewater Southeast facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

Minimum Log-In Charges -

Eurofins Drinking Water and Wastewater Southeast's minimum charge is **\$150** for a group of samples received together for analysis. Our minimum invoice value is \$150.

These terms will be enforced unless previously negotiated in a contract.

QC Limit Disclaimer -

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

Turnaround Time -

- Quoted Turnaround Time - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 4:00 PM will be considered received the next business day.

• Expedited Turnaround Time: Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed-upon delivery date/time and number of samples. Samples received after 4:00 PM will be considered received the next business day. Results will be provided via e-mail or MyEOL® by close of business in the lab's

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time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 5 Business Days TAT = 10%
- 4 Business Days TAT = 25%
- 3 Business Days TAT = 50%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%
- Same Day TAT = 200%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

PROJECT DELIVERABLES

Eurofins Drinking Water and Wastewater Southeast will provide two analytical report formats, a final report in PDF format and a standard Eurofins Drinking Water and Wastewater Southeast EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable. Charges will be based on labor and materials, cost of report generation, and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- **Report Format:** Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.
- **Electronic Data Deliverable Format:** Eurofins Drinking Water and Wastewater Southeast has many EDD formats available to our clients including the most widely used commercial formats. Eurofins Drinking Water and Wastewater Southeast offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client-specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$75/hour.

PROJECT SPECIFICATIONS

Cancellation Fee -

A fee will be charged for the cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

Changes in Scope and Work Revisions -

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset, or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project-specific charges at the time a change order is received.

Held Samples -

- **Held samples not analyzed:** Samples submitted on hold will be billed at \$20 per sample, plus any applicable TerraCore/Encore/Specialty kit fees, which will be billed separately, including but not limited to canisters, flow regulators, low-level analysis, etc. If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.

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• Extracted/Prepped and Held samples: Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.

• Extended archival of samples: Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices, or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

These terms will be enforced unless previously negotiated in a contract.

Matrix Spike/Spike Duplication (MS/MSD) Samples -

When MS/MSDs are not specifically requested, Eurofins Drinking Water and Wastewater Southeast will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client-requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

Multiple Dilutions Analyzed -

Eurofins Drinking Water and Wastewater Southeast strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. Eurofins Drinking Water and Wastewater Southeast will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project-specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

Sample Disposal -

Eurofins Drinking Water and Wastewater Southeast will dispose of non-hazardous samples, sample extracts, and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

Special Sample Handling Fees -

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures
- Extra disposal costs for unique waste streams
- Foreign Soil Fees

Trip Blanks -

Eurofins Drinking Water and Wastewater Southeast typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report, and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

ADDITIONAL BUSINESS TERMS AND CONDITIONS

Environmental Management Fee

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will

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be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

Field Parameters -

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

Network or Subcontract Labs -

- **Networking:** Eurofins Drinking Water and Wastewater Southeast reserves the right to perform the services at any laboratory in the Eurofins Drinking Water and Wastewater Southeast network unless the Client has required a particular location for the work.
- **Subcontracting:** Eurofins Drinking Water and Wastewater Southeast reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins Drinking Water and Wastewater Southeast's sole judgment, it is reasonably necessary, appropriate, or advisable to do so. Eurofins Drinking Water and Wastewater Southeast will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. Eurofins Drinking Water and Wastewater Southeast will in no way be liable for any subcontracted services (outside the Eurofins Drinking Water and Wastewater Southeast network) except for work performed at laboratories that have been audited and approved by Eurofins Drinking Water and Wastewater Southeast.

Price Surcharge Due to Sample Volume -

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request.

Professional and Administrative Services -

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with Eurofins Drinking Water and Wastewater Southeast's Professional Rate Schedule.

Taxes -

Where reports are issued in or delivered to a state which assesses sales tax on Eurofins Drinking Water and Wastewater Southeast's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with Eurofins Drinking Water and Wastewater Southeast.

rev. 1/3/2026

EUROFINS DRINKING WATER AND WASTEWATER SOUTHEAST, LLC TERMS AND CONDITIONS OF SALE (Short Form)

When a purchaser ("Client") places an order for laboratory, consulting or sampling services from Eurofins Drinking Water and Wastewater Southeast, LLC ("Eurofins"), a Delaware limited liability company, Eurofins shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of Eurofins offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at a Eurofins laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by Eurofins in writing.

1. ORDERS AND RECEIPT OF SAMPLES

1.1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to Eurofins in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable Eurofins to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, Eurofins will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when Eurofins has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, Eurofins reserves its rights to modify its turnaround time commitment, change the date upon which Eurofins will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 Eurofins reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of Eurofins: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to Eurofins by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where Eurofins provides courier services. In no event will Eurofins have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Eurofins' premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to Eurofins' premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.5 Eurofins reserves the right to begin processing samples upon receipt, unless the Client specifically notifies Eurofins in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. Eurofins shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples are released from hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.

2. PAYMENT TERMS

2.1 Services performed by Eurofins will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with Eurofins. For clients with approved credit, payment terms are net 30 days from the date of invoice by Eurofins, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one- and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging, and accepting payment responsibility in accordance with these payment terms.

2.3 If Client fails to make timely payment of its invoices, Eurofins reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work, and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. Eurofins reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by Eurofins after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. Eurofins will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. Eurofins' acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client upon thirty (30) day written notice to Eurofins. Eurofins will be compensated consistent with Section 2 of these Terms and Conditions. Eurofins will complete all work in progress and be paid in full for all work completed, including all costs incurred, even if Eurofins does not issue a final or partial report.

4. WARRANTIES AND LIABILITY

4.1 Where applicable, Eurofins will use appropriate and approved analytical test methods. Eurofins has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. Eurofins reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Eurofins' Laboratory Quality Manuals. Client may request that Eurofins perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, Eurofins will proceed with analyses under its standard Quality Manuals then in effect. Eurofins will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 Eurofins shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less,

unless the Client has specifically requested that Eurofins hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, Eurofins will use its best efforts to meet holding times and will proceed with the work provided that, in Eurofins' judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with Eurofins' Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 Eurofins warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to Eurofins prior to Sample Delivery Acceptance. Eurofins will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by Eurofins in connection with any services performed by Eurofins or any results generated from such services, and Eurofins gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of Eurofins is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by Eurofins will be limited to repeating any services performed, contingent on the Client's providing, at the request of Eurofins and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, Eurofins' liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 Client shall indemnify, defend, and hold harmless Eurofins, its affiliates, or their respective officers, directors, and employees (collectively, the "Eurofins Indemnitees"), against any kind of third-party claims, liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorney's fees, court costs and any amount paid in settlement) ("Claims") that Eurofins Indemnitees shall or at any time may sustain to the extent such Claims arise from or in connection with: (a) fraud, negligence, or the willful misconduct of Client, its affiliates, and their respective officers, directors, employees, and agents; (b) the receipt or use of materials provided by Client or its affiliates under the agreement; and/or (c) the unauthorized use of the Services or deliverables provided by Eurofins under these Terms and Conditions. This indemnity excludes Claims arising from fraud, gross negligence, or the willful misconduct of Eurofins Indemnitees.

4.7 Eurofins' liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Eurofins' completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Eurofins be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.8 In no event shall Eurofins have any responsibility or liability to the Client for any failure or delay in performance by Eurofins that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of Eurofins. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond Eurofins' reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to Eurofins or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by Eurofins of payment for the entire order. Ownership of

any analytical method, QA/QC protocols, software programs or equipment developed by Eurofins for performance of work will be retained by Eurofins. Client shall not disclose such information to any third party without Eurofins' express prior consent.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by Eurofins shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay Eurofins for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the results delivered by Eurofins be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold Eurofins' right to independently defend its data.

5.4 Eurofins reserves the right to perform the services at any laboratory in the Eurofins network. If a Client has requested a particular location for the work, Eurofins will inform the Client when operational constraints require the work to be performed at another Eurofins location. In addition, Eurofins reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins' sole judgment, it is reasonably necessary, appropriate or advisable to do so. Eurofins will in no way be liable for any subcontracted services (outside the Eurofins network) except for work performed at laboratories which have been audited and approved by Eurofins.

5.5 Eurofins will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Charges for disposal will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. Eurofins reserves the right to return to the Client any sample or unused portion of a sample that is not within Eurofins' permitted capability or the capabilities of Eurofins' designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in an order under these Terms and Conditions, Eurofins agrees to retain all records for five (5) years.

5.7 If Eurofins is required to respond to legal process related to services for Client, Client agrees to reimburse Eurofins for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at Eurofins' current published rates.

6. INSURANCE

6.1 During the performance of services under these Terms and Conditions, Eurofins shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over Eurofins' employees who are engaged in the performance of the work. Eurofins shall also maintain during such period Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence; \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired (\$1,000,000 combined single limit), Professional Liability Insurance (limit of \$5,000,000 per claim/aggregate), and Pollution Liability Insurance (limit of \$1,000,000 per claim/aggregate).

7. MISCELLANEOUS PROVISIONS

7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by Eurofins, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or

agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and Eurofins. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where Eurofins' services are performed.

7.2 The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

7.3 Special Sample Handling Fees - Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps;
- Multiphasic samples requiring separate preparations and/or analyses;
- Particle size reduction or special sub-sampling procedures;
- Extra disposal costs for unique waste streams; and
- Foreign Soil Fees.

7.4 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.